CEYLON PETROLEUM STORAGE TERMINALS LIMITED

PROCUREMENT DOCUMENT

NATIONAL COMPETITIVE BIDDING (NCB)

HIRING OF 30 NOS. TEA VENDING MACHINES AND SUPPLY OF TEA PREMIXES FOR CEYLON PETROLEUM STORAGE TERMINALS LIMITED (CPSTL) FOR A PERIOD OF 02 YEARS

BID REF NO: KPR/24/2026

INSTRUCTIONS TO BIDDERS, CONDITIONS OF CONTRACT,
SCOPE OF SUPPLY & TECHNICAL SPECIFICATIONS (VOLUME 1 & 2)

DUPLICATE

The Chairman
Department Procurement Committee (Minor)
C/o Manager Procurement
Ceylon Petroleum Storage Terminals Limited
Procurement Function
01st Floor, New Building
Kolonnawa, Wellampitiya

TEL : +94-11-2572155-6/ +94-11-2547238
E-Mail : procure@cpstl.lk

Table of Contents

INVITATION FOR BIDS (IFB) 3

SECTION I. INSTRUCTIONS TO BIDDERS (ITB) 6

- General 6
- Contents of Procurement Documents 8
- Preparation of Bids 9
- Submission and Opening of Bids 14
- Evaluation and Comparison of Bids 16
- Award of Contract 21

SECTION II. BIDDING DATA SHEET (BDS) 24

- A. General 24
- B. Contents of Procurement Documents 24
- C. Preparation of Bids 24
- D. Submission and Opening of Bids 28
- E. Evaluation and Comparison of Bids 29
  - *TECHNICAL REQUIREMENTS:* *29*
  - *FINANCIAL EVALUATION:* *30*
- F. Award of Contract 32
- Not Applicable 32

SECTION III. EVALUATION AND QUALIFICATION CRITERIA 34

- 1. Evaluation Criteria (ITB 35.4) 35
  - *TECHNICAL REQUIREMENTS:* *35*
  - *FINANCIAL EVALUATION:* *35*
- 2. Post qualification Requirements (ITB 37.2) 36

SECTION IV. BIDDING FORMS 37

- Bid Submission Form –BSF 38
- Price Schedules 41
- Bid Guarantee 44
- Manufacturer's Authorization 45
- Compliance/Deviation Sheet 46

SECTION V. SCHEDULE OF REQUIREMENTS 49

- List of Goods and Delivery Schedule 57
  - *LIST OF GOODS* *57*
  - *DELIVERY SCHEDULE* *57*
- Technical Specifications ..... Error! Bookmark not defined.

SECTION VI. CONDITIONS OF CONTRACT 58

SECTION VII. CONTRACT DATA 71

SECTION VIII. CONTRACT FORMS 74

- Contract Agreement – KPR/../2026 75
- Performance Security (Unconditional and OnDemand) 77
- Bank Guarantee for Advance Payment (Unconditional and OnDemand) 78

DUPLICATE

INVITATION FOR BIDS (IFB)

CEYLON PETROLEUM STORAGE TERMINALS LIMITED (CPSTL)

HIRING OF 30 NOS. TEA VENDING MACHINES AND SUPPLY OF TEA PREMIXES FOR CEYLON PETROLEUM STORAGE TERMINALS LIMITED (CPSTL) FOR A PERIOD OF 02 YEARS.

BID NO: KPR/24/2026

NATIONAL COMPETITIVE BIDDING (NCB)

1. This Invitation for Bids (IFB) follows the Procurement Notice for this project published in the Daily Newspaper of 09.11.2026

2. The Chairman, Department Procurement Committee (Minor), on behalf of the Ceylon Petroleum Storage Terminals Limited (CPSTL), Kolonnawa, Wellampitiya, hereby invites sealed bids for the subject procurement.

3. The Tea Vending Machine shall be delivered to the Main Stores, CPSTL, Kolonnawa Oil Installation within four (04) weeks from the date of receipt of Letter of Award

4. The bidding process will follow the **National Competitive Bidding (NCB) procedure**

5. Interested eligible bidders may obtain further information from the Manager Procurement of the Ceylon Petroleum Storage Terminals Limited, (Tel: +94 112572155-6/ +94 112547238 and Email: procure@cpstl.lk and inspect the procurement documents free of charge during any working days from 0900 hrs to 1500 hrs. at the address given below. Interested parties may also inspect the procurement document from the CPSTL website www.cpstl.lk. The Procurement Document available on the web is only for viewing purposes, and Bids shall be submitted using the Original Procurement Document purchased from CPSTL.

6. To be eligible for contract award, the successful bidder shall not have been debarred or blacklisted. Additional details are provided in the Procurement Documents.

7. A complete set of Procurement Documents in English language may be purchased by interested bidders on the submission of a written request on company letterhead, signed by an authorized representative, **on working days between 0900 hrs. and 1400 hrs. until 30.11.2026**, upon payment of a non-refundable fee of **Sri Lankan Rupees Twelve Thousand and Five Hundred (LKR 12,500.00)** per document. The method of collection/payment will be as follows.

Hand Delivery:
Bidders may obtain the procurement documents by visiting the address below, during the above-mentioned period and time. A written request on company letterhead, signed by an authorized representative, must be submitted, along with proof of payment of the non-refundable fee. Payment can be made in cash at the CPSTL Cash Counter, Kolonnawa, Sri Lanka or via bank transfer to the CPSTL bank account given below.

Payment can be made:

DUPLICATE

- In cash at the Cash Counter, CPSTL, Kolonnawa or
- By bank transfer to the CPSTL bank account (details given below), and submit a copy of the bank slip or transfer confirmation.

Email Request:
Bidders may alternatively remit the non-refundable fee directly to the CPSTL bank account provided below. A written request on company letterhead, along with proof of payment (bank slip or transfer confirmation), must be emailed to procure@cpstl.lk during the specified timeframe. The payment must also be credited to the CPSTL account before the procurement documents are issued. Upon verification of the payment, the complete set of procurement documents will be emailed to the bidder.

	Payment in LKR
Non-refundable fee	LKR 12,500.00
A/C Holder	Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa., Wellampitiya
A/C No	004-1-001-9-0208672
Bank & Branch	People's Bank Corporate Branch People's Tower No: 374, Dr. Colvin R.De Silva Mawatha Colombo 02.
SWIFT	PSBKLKLX
Bank Code	7135

8. Bids must be submitted using the procurement document issued by the Procurement Function of CPSTL. The original, duly completed bids may be sent by registered post or courier, or hand delivered in a sealed cover **to reach** the address below, **at or before 1400 hrs. on 01.12.2026.** Bids may also be deposited in the tender box located at the main entrance of CPSTL at or before the above specified period. Late bids shall be rejected.

9. If bidders are unable to submit the original bids as specified, they may submit a scanned copy of the completed bid in **PDF format** via email to **tenders@cpstl.lk** **to reach at or before 1400 hrs. on 01.12.2026. The original bid Security, in the form of a Bank Guarantee or Bank Draft, shall be received by CPSTL on or before the bid closing and opening date and time specified above.** The original procurement document must be securely retained and submitted to the Manager Procurement upon request. Note that the original procurement documents will be used solely for filing purposes and will not be used for verification against the electronic submission.

10. A Pre - bid meeting will be held at 1000 hrs on 17.11.2026 at the Ceylon Petroleum Storage Terminals Limited, Kolonnawa. In case, the bidders are unable to participate the pre bid meeting, they can participate via video conferencing method. Interested parties who wish to participate in the pre bid meeting shall send their request to email procure@cpstl.lk at or before 1400 hrs. on 16.11.2026**,** to arrange the gate passes. The

Microsoft Teams meeting link for virtual participants will be available on the CPSTL website www.cpstl.lk

11. **Bids will close at 1400 hrs. on 01.12.2026,** and will be opened immediately thereafter at the office of the Manager (Procurement) in the presence of the bidders' representatives who choose to attend in person or virtual at the address below.

12. **Bids must be valid until 02.03.2027,** from the date of bid opening.

13. All Bids must be accompanied by a **bid security of Sri Lankan Rupees Seven hundred thousand (LKR 700,000.00) valid until 30.03.2027,** from the date of bid opening.

14. Bidders must be registered with the Department of Registrar of Companies (e-ROC) in compliance with the Public Contracts Act No. 3 of 1987, available at www.drc.gov.lk.

15. For any clarifications, please contact the Manager (Procurement) at **Tel: +94-11-2572155-6/ +94-11-2547238 or Email: procure@cpstl.lk.**

16. The address referred to above is:

The Chairman
Department Procurement Committee (Minor)
C/o Manager Procurement
Ceylon Petroleum Storage Terminals Limited
Procurement Function
01st Floor, New Building
Kolonnawa, Wellampitiya

Postal Code : 10600
Telephone : +94 11 2572155-6; +94 11 2547238
E-mail : procure@cpstl.lk

DUPLICATE

Section I. Instructions to Bidders (ITB)

ITB shall be read in conjunction with the Section II. Bidding Data Sheet (BDS), which shall take precedence over ITB.

General

1. Scope of Bid

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Procurement Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are specified in the BDS. The name, identification, and number of lots (individual contracts), if any, are provided in the BDS.

1.2 Throughout these Procurement Documents:
(a) the term "in writing" means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;
(b) if the context so requires, "singular" means "plural" and vice versa; and
(c) "day" means calendar day.

2. Source of Funds

2.1 Payments under this contract will be financed by the source **specified in the BDS.**

3. Ethics, Fraud and Corruption

3.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:

a) Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;

b) Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.

3.2 The Purchaser requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

DUPLICATE

(a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

(b) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(c) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, non-competitive levels; and

(d) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

3.3 If the Purchaser found any unethical practices as stipulated under ITB Clause 3.2, the Purchaser will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

4. Eligible Bidders

4.1 All bidders shall possess legal rights to supply the Goods under this contract.

4.2 Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

(a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Procurement Documents; or

(b) submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.

DUPLICATE

4.3 A Bidder that is under a declaration of ineligibility by the National Procurement Agency (NPA), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the websites of NPC/Ministry of Finance, https://nprocom.gov.lk/ and https://www.treasury.gov.lk/

4.4 To qualify for award of the Contract, bidders shall meet the minimum qualifying criteria if given in Section II- Bidding Data Sheet (BDS)

5. Eligible Goods and Related Services

5.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute (SLSI). In the absence of such standards, the Goods supplied shall be complied to other nationally/internationally accepted standards, **as stated in the BDS**

Contents of Procurement Documents

6. Sections of Procurement Documents

6.1 The Procurement Documents consist of 2 Volumes, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8.

Volume 1

- Section I. Instructions to Bidders (ITB)
- Section VI. Conditions of Contract (CC)
- Section VIII. Contract Forms

Volume 2

- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Form/s
- Section V. Schedule of Requirements
- Section VII. Contract Data
- Invitation For Bid

6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Procurement Documents. Failure to furnish all information or documentation required by the Procurement Documents may result in the rejection of the bid.

7. Clarification of Procurement Documents

7.1 A prospective Bidder requiring any clarification of the Procurement Documents including the restrictiveness of specifications shall contact the

DUPLICATE

Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have purchased the Procurement Documents, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Procurement Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8.

8. Amendment of Procurement Documents

8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Procurement Documents by issuing addendum.

8.2 Any addendum issued shall be part of the Procurement Documents and shall be communicated in writing to all who have purchased the Procurement Documents.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2

Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the Bid (including supporting documents and printed literature) exchanged by the Bidder and the Purchaser, shall be written in English language.

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

(a) Bid Submission Form and the applicable Price Schedules, in accordance with **ITB Clauses 12, 14, and 15**;

DUPLICATE

(b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 20;

(c) documentary evidence in accordance with ITB Clauses 18 and 29, that the Goods and Related Services conform to the Procurement Documents;

(d) documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and

(e) any other document **required in the BDS.**

12. Bid Submission Form, Non-collusion Declaration and Price Schedules

12.1 The Bidder shall submit the Bid Submission Form and Non-collusion Declaration using the forms furnished in Section IV, Bidding Forms. These forms shall be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1 Unless otherwise **stated in the BDS**, alternative bids shall not be considered.

14. Bid Prices and Discounts

14.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.

14.2 Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a Bidder wishes to offer discount as a lot the bidder may do so by indicating such amounts appropriately.

14.3 If so, indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise **indicated in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately.

14.4 (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:

DUPLICATE

(ii) However, VAT shall not be included in the price but shall be indicated separately;

(iii) the price for inland transportation and other related services to deliver the goods to their final destination;

(iv) The price of other incidental services.

14.5 The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 31.

14.6 All lots, if any, and items shall be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.

15. Currencies of Bid

15.1 Unless otherwise stated in Bidding Data Sheet, the Bidder shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lanka Rupees.

16. Documents Establishing the Eligibility of the Bidder

16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

17. Documents Establishing the Conformity of the Goods and Related Services

17.1 To establish the conformity of the Goods and Related Services to the Procurement Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.

17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Sect ion V, Technical Specifications) of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

17.3 The Bidder shall also furnish a list giving full particulars, including quantities, available sources

DUPLICATE

and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period if **specified in the BDS** following commencement of the use of the goods by the Purchaser.

18. Documents Establishing the Qualifications of the Bidder

18.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

(a) A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;

(b) that, if **required in the BDS**, in case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts- stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

19. Period of Validity of Bids

19.1 Bids shall remain valid until the date **specified in the BDS**. A bid valid for a shorter date shall be rejected by the Purchaser as non-responsive.

19.2 In exceptional circumstances, prior to the expiration of the bid validity date, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

20. Bid Security

20.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, **as specified in the BDS.**

DUPLICATE

20.2 The Bid Security shall be in the amount **specified in the BDS** and denominated in Sri Lanka Rupees, and shall:

(a) at the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;

(b) be issued by an institution acceptable to the Purchaser. The acceptable institutes are published in the NPA website, www.npa.gov.lk

(c) be substantially in accordance with the form included in Section IV, Bidding Forms;

(d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Sub-Clause 20.5 are invoked;

(e) be submitted in its original form; copies will not be accepted;

(f) remain valid for the period **specified in the BDS.**

20.3 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 20.1 and 20.2, may be rejected by the Purchaser as non-responsive.

20.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 43.

20.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub- Clause 19.2; or

(b) if a Bidder does not agree to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3

(c) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 42;

(ii) furnish a Performance Security in accordance with ITB Clause 43.

21. Format and Signing of Bid

21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it as "ORIGINAL." In

DUPLICATE

addition, the Bidder shall submit a copy of the bid and clearly mark it as "COPY." In the event of any discrepancy between the original and the copy, the original shall prevail.

21.2 The original and the Copy of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. Signature Authorization shall be submitted as **specified in the BDS.**

21.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

Submission and Opening of Bids

22. Submission, Sealing and Marking of Bids

22.1 Bidders may always submit their bids by mail or by hand.

(a) Bidders submitting bids by mail or by hand, shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as **"ORIGINAL"** and **"COPY."** These envelopes containing the original and the copy shall then be enclosed in one single envelope.

22.2 The inner and outer envelopes shall:

(a) Bear the name and address of the Bidder;

(b) be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1;

(c) bear the specific identification of this bidding process as **indicated in the BDS**; and

(d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 26.1

If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

22.3 Alternative methods of bid submission, as **specified in the BDS**

23. Deadline for Submission of Bids

23.1 Bids shall be received by the Purchaser at the address and no later than the date and time **specified in the BDS**.

23.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Procurement Documents in accordance with

DUPLICATE

ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Bids

24.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 23. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

25. Withdrawal, and Modification of Bids

25.1 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid shall accompany the respective written notice. All notices shall be:

(a) submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked **"WITHDRAWAL,"** or **"MODIFICATION;"** and

(b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.

25.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 41.1.

25.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

26. Bid Opening

26.1 The Purchaser shall conduct the bid opening in publicly, either virtually and/or physically, at the address, date, and time **specified in the BDS.**

26.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the

DUPLICATE

corresponding bid may be opened at the discretion of the Purchaser. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid- Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub- Clause 24.1.

26.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security or Bid-Securing Declaration. The bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time.

Evaluation and Comparison of Bids

27. Confidentiality

27.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

27.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-

DUPLICATE

qualification of the bids or contract award decisions may result in the rejection of its Bid.

27.3 Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.

28. Clarification of Bids

28.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 30.

29. Responsiveness of Bids

29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

29.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Procurement Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

(b) limits in any substantial way, inconsistent with the Procurement Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

(c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.3 If a bid is not substantially responsive to the Procurement Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

DUPLICATE

30. Nonconformities, Errors, and Omissions

30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the line-item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line-item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line-item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

30.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid- Securing Declaration shall be executed.

31. Preliminary Examination of Bids

31.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and

DUPLICATE

to determine the completeness of each document submitted.

31.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.

(a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;

(b) Price Schedules, in accordance with ITB Sub-Clause 12;

(c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 20.

32. Examination of Terms and Conditions; Technical Evaluation

32.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the CC and the **Contract Data** have been accepted by the Bidder without any material deviation or reservation.

32.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Procurement Documents have been met without any material deviation or reservation.

32.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the Purchaser shall reject the Bid.

33. Conversion to Single Currency

33.1 If the bidders are allowed to quote in foreign currencies in accordance with sub clause 15.1, for evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.

34. Domestic Preference

Domestic preference shall be a factor in bid evaluation only if stated in the BDS. If domestic preference shall be a bid- evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.

DUPLICATE

35. Evaluation of Bids

35.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

35.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.

35.3 To evaluate a Bid, the Purchaser shall consider the following:

(a) the Bid Price as quoted in accordance with clause 14;

(b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;

(c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3

(d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;

35.4 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 35.3, if **specified in BDS.** These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids.

35.5 If so, **specified in the BDS,** these Procurement Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

35.6 BEC reserves the right to evaluate bids on item price of Tea Vending Machine applying 3-year Manufacturer's comprehensive warranty or 3-year Manufacturer's comprehensive warranty with additional comprehensive Maintenance cost for a period of one year (i.e. 04th year) and/or two years (i.e. 04th & 05th years).

DUPLICATE

36. Comparison of Bids

36.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35.

37. Post qualification of the Bidder

37.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.

37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

38.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

Award of Contract

39. Award Criteria

39.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Procurement Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

39.2 Other factors, if **specified in the BDS**.

39.3 Standstill period and Appeals as **specified in the BDS.**

40. Purchaser's Right to Vary Quantities at Time of Award

40.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed twenty-five percent (25%) or one unit whichever is higher and without

DUPLICATE

any change in the unit prices or other terms and conditions of the bid and the Procurement Documents.

41. Notification of Award

41.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.

41.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

41.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Sub-Clause 20.4.

42. Signing of Contract

42.1 Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.

42.2 Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.

43. Performance Security

43.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Sect ion VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4.

43.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid- Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

DUPLICATE

44. Public Contract Registration

44.1 Bidders shall register with the Department of the Registrar of Companies-Sri Lanka, in accordance with the Public Contracts Act. No. 03 of 1987, for any public contract valued at over Sri Lankan Rupees Five million (LKR 5,000,000.00). The registration requirements are as follows:

a. An agent, sub-agent, representative, or nominee must be registered prior to the bid/tender closing.

If the tender applicant and the tenderer are the same entity, registration must be completed before the award of the tender.

44.2 Purchaser will verify this registration during the preliminary evaluation of bids. Failure to meet this requirement will result in bid rejection.

44.3 For registration, contact the Department of Registrar of Companies are **specified in the BDS**

DUPLICATE

Section II. Bidding Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: The Chairman \Managing Director Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya. The name and identification number of the Contract are: Hiring of 30 Nos. Tea Vending Machines and Supply of Tea Premixes for Ceylon Petroleum Storage Terminals Limited (CPSTL) for a Period of 02 Years. Bid Ref No: **KPR/24/2026**
ITB 2.1	The source of funding is: Ceylon Petroleum Storage Terminals Limited
ITB 4.4	The Bidder shall possess a minimum of three (03) years of proven experience in the successful supply and provision of tea vending machines and supply of premixes of a similar nature within Sri Lanka, as per Section III Evaluation and Qualification Criteria.
ITB 5.1	The goods shall be supplied as per the technical specifications mentioned in **Section V Schedule of Requirements**.
	B. Contents of Procurement Documents
ITB 7.1	For **Clarification of bid purposes** only, the Purchaser's address is: Attention: Manager Procurement, Address: Ceylon Petroleum Storage Terminals Limited, Procurement Function, New Building, Oil Installation, Kolonnawa, Wellampitiya, Postal Code : 10600 Telephone: +94 11 2572155-6, +94 11 2547238 Electronic mail address: procure@cpstl.lk
	C. Preparation of Bids
ITB 11.1 (e)	All bids must include comprehensive details of the items offered. Bidders must provide all documents and information specified in Sections I and II. **Failure to submit any required documents or details specified in Section I will result in the bid being rejected.**

DUPLICATE

Section I

(a) **Proof of Public Contract Registration**: as per ITB Clause 44 ***(if applicable)*** *(The Purchaser will verify registration in the e-ROC system, regardless of whether the PCA-03 certificate is submitted).*

(b) **Signature Authorization:** as per ITB Clause 21.

(c) **Bid Security**: A minimum sum of **Sri Lankan Rupees Seven hundred thousand** (**LKR 700,000.00**), valid until at least **30.03.2027**, as per ITB Clause 20.

(d) **Manufacturer's Authorization Letter:** Duly completed, signed, stamped, and dated on the manufacturer's letterhead, as per the ITB Clause 18 and specimen format in Section IV.

(e) **Schedule of Prices:** Original, duly completed, signed, stamped, and dated - as per ITB Clause 12 and Price Schedule in Section IV.

Bid Submission Form: Original, duly completed, signed, stamped, and dated cost of *First year and second year separately* – as per ITB Clause 12 and Bid Submission Form (BSF)in Section IV.

(f) **Non-collusion Declaration**: Original, duly completed, signed, stamped, and dated - as per specimen format in Section IV.

Section II

(g) **Bidder Profile & Registration:** Detailed profile of the company of the bidder including a valid copy of the Certificate of Incorporation/ Business Registration issued by the relevant authority in the relevant country.

(h) **Manufacturer Profile:** Detailed profile of the manufacturer, including the Country of Origin and Country of Manufacture of the material.

(i) **Technical Literature:** Original, published descriptive and illustrative catalogues, brochures, or other relevant literature.

(j) **Past Supply Records:** Documentation of supply/service records for similar nature of service/supplies to same magnitude over the past 03 years, including purchase orders, service letter for successful completion and customer reference details. Failure to submit these records may result in bid rejection – As per Section III Evaluation and Qualification Criteria.

(k) **Technical Specifications and Premix Ingredients:** Completed Technical Specifications/ Premix Ingredients as outlined in Section V – Technical Specifications. Any variations or deviations from the specifications must be clearly indicated.

(l) **Compliance/Deviations Sheet:** Completed Compliance/Deviations sheet, as per Section IV.

(m) **Tax Certificates:** Copies of SSCL and VAT registration certificates *(if applicable).*

(n) **Certification and Authority:**

- Valid copy of Consumer Affairs Authority (CAA) approval, if available
- Valid copy of SLSI certification

DUPLICATE

	- Copy of HACCP / GMP / ISO 22000 Food Safety Management System (o) **Additional Details:** All other details and documents as requested under this bid. **All documentation, correspondence, catalogues, and literature shall be submitted in English.**
ITB 13.1	Alternative bids/Options are **Not Allowed**
ITB 14.7	Additional services provided by the bidder not covered in this procurement document, shall be stated clearly. If no exceptions are stated, the Purchaser would assume that the bidder conforms to most stringent conditions of the procurement document.
ITB 14.8	Offered Prices shall be in the form of "Schedule of Prices" as in the procurement document and the bidder is required to duly sign and return the same. Bids not submitted on the prescribed form and in the manner required are liable for rejection.
ITB 15.1	The Bid shall be quoted in Sri Lankan Rupees (LKR) and payment shall be Payable only in Sri Lankan Rupees (LKR).
ITB 18.1 (d)	Bids from accredited agents representing manufacturers will only be considered if accompanied by a Letter of Manufacturer's Authorization. This letter must authorize the agent to: 1. Bid on behalf of the manufacturer. 2. Enter into a binding contract on behalf of the manufacturer. 3. Fulfil all terms and conditions of the contract if the bid is successful. Format: Specimen format in Section IV. Conditions: (a) Bidder must provide the Letter of Manufacturer's Authorization as per Specimen format in Section IV from the manufacturer. (b) The agreement and purchase order will be placed with the bidder. Failure to provide the required Letter of Manufacturer's Authorization at the time of bid submission, or failure to meet the specified requirements, will result in the bid being rejected.
ITB 19.1	The bid must remain valid for acceptance until **02.03.2027.**
ITB 20.1	Each bid must be accompanied by a bid security to ensure that the offer remains valid for the specified period and is not withdrawn during that time. The bid security can be provided in one of the following forms **for a minimum amount as specified in ITB Clause 20.2:** I. **Bank Draft:** Issued by a recognized commercial bank II. **Bank Guarantee/Counter Guarantee:** Issued by a recognized commercial bank III. Above bank/institution must be approved by the Monetary Board of the Central Bank of Sri Lanka and the guarantee must be payable to the Purchaser on demand.

DUPLICATE

	IV. **Direct Deposit (in LKR only):** To the Purchaser's bank account (details below). A payment receipt (bank slip) must be submitted with the bid. The reference details **[Bidder's Name, Bid Number: KPR/24/2026]** should be included in the receipt. The payment must be credited to the Purchaser's account on or before the bid closing time. **<u>CPSTL bank account details</u>** **Ceylon Petroleum Storage Terminals Ltd** **A/C No.004-1-001-9-0208672** **Corporate Banking Division** **People's Bank.** The bid security must be unconditionally encashable on demand by the Purchaser and remain valid until the **specified date in ITB Sub-Clause 20.2.** In the case of a bank guarantee, it must adhere closely to the specimen format in Section IV. ***Failure to provide the bid security as specified and in the required format (for bank guarantees) by the bid closing time will result in the bid being rejected.*** In exceptional circumstances, the DPC may request an extension of the bid security validity as described in ITB Sub-Clause 19.2. Bidders who do not agree to an unconditional extension will have their bids rejected without forfeiting the bid security. Bid securities of unsuccessful bidders will be returned after the award of the contract to the successful bidder. The bid security of the successful bidder will be returned only after the performance security has been received.
ITB 20.2	The amount of the Bid Security shall be: **for a minimum amount of Sri Lankan Rupees Seven Hundred Thousand (LKR 700,000.00)** The bid security must be unconditionally encashable on demand by the Purchaser and remain valid until at least **30.03.2027.**
ITB 21.2	All bids must be signed by an authorized representative of the bidder, supported by appropriate documentation (Power of Attorney01., Board Resolution, etc.). Specific signing requirements are as follows: • **Sole Proprietorships:** signed by the sole proprietor.

DUPLICATE

	• **Limited by Liability Companies:** Signed by an authorized director. • **JV & partnerships, if appropriate** ***Failure to submit the required signing authorization at the time of bid submission or before the bid closing date, in accordance with the specified requirements, shall result in the rejection of the bid.***
	D. Submission and Opening of Bids
ITB 22.2 (c)	The inner and outer envelopes shall bear the following identification marks: Procurement: Annual hiring of Tea Vending Machine Bid Ref No: KPR/24/2026
ITB 22.3	If bidders are unable to submit the bids by mail or by hand, they may submit a scanned copy of the duly completed procurement documents in **PDF format** via email to **tenders@cpstl.lk** **to reach** the Purchaser no later than the date and time specified in ITB Sub-Clause 23.1, subject to the following conditions: **1.** Submission of the bid via email is at the bidder's own discretion. **2.** If the bidder intends to submit a bank guarantee or bank draft as the bid security (instead of a direct deposit to the Purchaser's bank account), **the original bank guarantee/draft must be sent or hand-delivered to the address no later than the date and time specified in ITB Sub-Clause 23.1.** **3.** The name and identification number of the contract as indicated in the ITB Sub-Clause 1.1, must be indicated as the subject of the email. **4.** The size of an email (including attachments) must not exceed 20 MB. If the attachment exceeds 20 MB, the bidder must split the attachments and send them as separate emails (e.g., 01 of 03, 02 of 03, and 03 of 03). **5.** Direct links to external sites or shared folders (e.g., Google Drive; One Drive) are strictly prohibited. **6.** Do not CC or BCC any other official or personal email IDs of the Purchaser's staff. **7.** Emails should be sent well in advance to allow the Purchaser sufficient time to print and deliver the bids to the bid opening table on time. **8.** The original bid document must be securely kept and submitted to the Manager Procurement upon request. However, the original bid document will only be used for filing purposes and not for verification against the e-bid.

DUPLICATE

ITB 23.1	For bid submission purposes, the Purchaser's address is: Attention: The Chairman, Department Procurement Committee (Minor) Address: C/o Manager Procurement Ceylon Petroleum Storage Terminals Limited Procurement Function, 01st Floor, New Building Kolonnawa, Wellampitiya. Postal Code : 10600 The deadline for the submission of bids is: **Date: 01.12.2026** **Time: 1400 hrs.**
ITB 26.1	The bid opening shall take place at: Address: Office of Manager Procurement Ceylon Petroleum Storage Terminals Limited Procurement Function 01st Floor, New Building Kolonnawa Wellampitiya **Date: 01.12.2026** **Time: 1400 hrs.** Virtual meeting link will be provided to the bidders who have obtained the procurement documents.
	E. Evaluation and Comparison of Bids
ITB 34	Domestic Preference Not Applicable
ITB 35.3(d)	Not Applicable
ITB 35.4	The following factors and methodology shall be used for evaluation: The Bid Evacuation Committee (BEC) on behalf of the Purchaser will conduct a detailed evaluation to assess whether the technical and financial aspects of the bids meet the specified requirements. This evaluation will follow the preliminary examination. The detailed evaluation methodology shall include: **TECHNICAL REQUIREMENTS:** **(a) Compliance Check:** Bids will be evaluated for conformity with the Technical Specifications provided in Section V, including the information and details requested under ITB Sub-Clause 11.1.

DUPLICATE

	(b) Past Supply Records: Documentation of supply records for similar materials over the past 03 years, including purchase orders and reference details. Failure to submit these records may result in bid rejection. Documentation of past supply records (customer reference list) for similar materials, covering I. Supply of Tea vending Machine: -at least two (02) projects, each involving the supply of a minimum of twenty (20) units, for the last three (03) years. The submission shall include supplies made within Sri Lanka (if any) and/or other countries, together with purchase orders and complete supply details as per Section IV. Failure to submit these records may result in rejection of the bid. **(c) Past Performance and Experience:** The Bidder shall submit documentary evidence demonstrating successful experience in providing tea vending machines of a similar nature during the preceding three (03) years. The Bidder shall have successfully completed at least **two (02) similar projects**, each involving the supply and/or provision of **not less than Twenty (20) tea vending machines**. The documentary evidence shall include, but not be limited to: • Copies of Purchase Orders, Contracts or Letters of Award; • Certificates or Letters confirming satisfactory completion of the supplies/services (where available); • Customer reference details, including the name of the organization, contact person, telephone number and e-mail address; and • Details of supplies/services carried out within Sri Lanka and/or overseas. Failure to submit the above documentary evidence may result in the rejection of the Bid. **(d) Substantial Responsiveness:** Only bids that meet all terms, conditions, and specifications of the Procurement Document will be considered substantially responsive. **FINANCIAL EVALUATION:** **(a) Eligibility for Financial Evaluation:** Only bids deemed substantially responsive will proceed to financial evaluation. **(b) Cost Consideration:** Evaluation will be based on the total Delivered at Site (DAS) price of tea vending machines and premix for the first year and second year.

(c) Basis of Price Evaluation: The Financial Evaluation shall be based on the total evaluated cost comprising:

- Annual rental charges for the Tea Vending Machines;
- Cost of Milk Tea Premixes (with sugar & without sugar;
- Cost of Plain Tea Premixes (with sugar & without sugar; and
- Any other costs required to fulfil the Contract obligations,

for both the initial one (01) year contract period and the second (02nd) year, where applicable.

(d) DPC reserves the right to evaluate bids on annual rental of Vending machine and premix total cost for 01 or 02 years. The provision of ownership transfer of machines after 02 years of contract period. Considered as advantage, if the total cost is same or minimum different.

Total cost of Tea hiring of Vending Machine and Premix cost for 02 years would be considered

(e) Evaluation of Contract Period: The Purchaser reserves the right to evaluate bids based on the total cost for either:

- One (01) year; or
- Two (02) years,

depending on the economic advantage to the Purchaser.

Where the Bidder offers the transfer of ownership of the Tea Vending Machines to CPSTL upon successful completion of a continuous two (02) year contract period, such offer may be considered an added advantage during the evaluation, particularly where the overall evaluated costs are equal or substantially similar.

(f) Evaluation Basis: The DPC reserves the right to evaluate bids on an item-wise or lump-sum basis and may issue split orders or a single order based on the economic benefit to the Purchaser, provided such split orders are acceptable to the selected bidder(s).

(g) Additional Factors: The following factors will also be considered in the evaluation:

a. Past supply records of the offered make
b. Delivery schedule
c. Additional warranty/guarantee
d. Availability of after-sales services
e. Ownership transfer of all tea vending machine after 02 years of contract.
f. Defect machine need to be replaced with 12 hours of notification by user.

DUPLICATE

	g. Proven past performance and supply records of the offered make and model of Tea Vending Machine and supply of premixes; h. Compliance with the required delivery, installation and commissioning schedule; i. Warranty/Guarantee offered for the Tea Vending Machines; j. Availability and adequacy of after-sales service facilities, including preventive maintenance and technical support within Sri Lanka; k. Offer to transfer ownership of all Tea Vending Machines to CPSTL upon completion of a continuous two (02) year contract period; l. The Bidder's ability to replace any defective Tea Vending Machine with an equivalent machine within twelve (12) hours of notification by the Purchaser; and m. Any other factor that directly affects the operational reliability, service continuity and overall value for money offered to the Purchaser.
ITB 35.5	Bidders are allowed to quote for both items, DPC (Minor) reserve the right to reject, if any bids received incomplete.
	F. Award of Contract
ITB 39.2	Not Applicable
ITB 39.3	**STANDSTILL PERIOD & APPEALS** **(a) Intension to award the contract:** The Purchaser shall notify unsuccessful bidders in writing, either by post and/or email, regarding the Purchaser's intention to award the contract to the successful bidder. **(b) Standstill Period:** A Standstill Period of **seven (07) working days** shall apply, commencing from the date of dispatch of the notification of intention to award. During this period, the contract shall not be awarded **(c) Debriefing for Unsuccessful Bidders:** Unsuccessful bidders may request a debriefing from the Purchaser in writing, either by post and/or email, no later than the **third (3rd) working day** of the Standstill Period. The Purchaser shall conclude the debriefing process no later than the **fifth (5th) working day** of the Standstill Period. **(d) Submission of Appeals:** Any bidder wishing to submit an appeal against the intended contract award shall do so in writing to the Chairman, Department Procurement Appeal Committee (DPAC-Minor), **within seven (07) working days** from the commencement of the Standstill Period.

DUPLICATE

	Each appeal must be accompanied by a non-refundable cash deposit of Sri Lanka Rupees Ten Thousand (LKR 10,000/=), which shall be paid to the Purchaser. The payment receipt must be submitted along with the appeal. The DPAC – Minor shall only consider appeals supported by proof of such deposit. All appeals must be hand-delivered to the Purchaser, and an acknowledgment of receipt must be obtained. It is the sole responsibility of the appellant to ensure that the appeal includes all relevant supporting documents to substantiate the grievance.
ITB 44.3	For registration, contact the Department of Registrar of Companies at: • Address: "Samagam Medura", No. 400, D R Wijewardena Mawatha, Colombo 10 • Tel.: +94-11-2689208 / +94-11-2689209 • Email: registrar@drc.gov.lk (Note: Contact details may change, and the Purchaser is not responsible for any discrepancies.)

DUPLICATE

Section III. Evaluation and Qualification Criteria

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

Contents

1. Evaluation Criteria (ITB 35.4)
2. Post qualification Requirements (ITB 37.2)

DUPLICATE

1. Evaluation Criteria (ITB 35.4)

The DPC shall conduct a detailed evaluation to assess whether the technical and financial aspects of the bids meet the specified requirements. This evaluation shall follow the preliminary examination.

The detailed evaluation methodology shall include:

TECHNICAL REQUIREMENTS:

(a) Compliance Check: Bids will be evaluated for conformity with the Technical Specifications provided in Section V of the Procurement Document, including the information and details requested under ITB Clause 11.1.

(b) Any Certification of HACCP, ISO 22000, GMP

(c) Past Supply Records: Documentation of supply records for similar materials over the past 03 years, including purchase orders and reference details. Failure to submit these records may result in bid rejection.

Documentation of past supply records (customer reference list) for similar materials, covering

I. Supply of Vending machine: -at least two (02) projects, each involving the supply of a minimum of twenty (20) units, for the last three (03) years.

The submission shall include supplies made within Sri Lanka (if any) and/or other countries, together with purchase orders and complete supply details as per Section IV. Failure to submit these records may result in rejection of the bid.

(d) Substantial Responsiveness: Only bids that meet all terms, conditions, and specifications of the Procurement Document will be considered substantially responsive.

FINANCIAL EVALUATION:

(a) Eligibility for Financial Evaluation: Only bids deemed substantially responsive will proceed to financial evaluation.

(b) Cost Consideration: Evaluation will be based on the total cost for two (02) years

(c) DPC reserves the right to evaluate bids on item price vending machine and premix applying 2-years

(d) Evaluation Basis: The DPC reserves the right to evaluate bids on an item-wise or lump-sum basis and may issue split orders or a single order based on the economic benefit to the Purchaser, provided such split orders are acceptable to the selected bidder(s).

(e) Additional Factors: The following factors will also be considered in the evaluation:

a. Past supply records of the offered make
b. Delivery schedule
c. Additional warranty/guarantee
d. Availability of after-sales services
e. Ownership transfer of all tea vending machine after 02 years of contract.
f. Defect machine need to be replaced with 12 hours of notification by user.

DUPLICATE

2. Post qualification Requirements (ITB 37.2)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 36.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB Clause 37, using only the requirements specified.

DUPLICATE

Section IV. Bidding Forms

Contents

Bid Submission Form
Non-Collusion Declaration
Price Schedule
Bid Security (Guarantee)
Manufacturer's Authorization
Compliance/Deviation Sheet
Past supply records (Experience Report)

DUPLICATE

Bid Submission Form –BSF

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: …… [insert date (as day, month and year) of Bid Submission]
No.: …….. [insert number of bidding process]

To: Ceylon Petroleum Storage Terminals Limited,
Oil Installation,
Kolonnawa, Wellampitiya.

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Procurement Documents, including Addenda No.: …….. [insert the number and issuing date of each Addenda];

(b) We offer to supply in conformity with the Procurement Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services; **HIRING OF 30 NOS. TEA VENDING MACHINES AND SUPPLY OF TEA PREMIXES FOR CEYLON PETROLEUM STORAGE TERMINALS LIMITED (CPSTL) FOR A PERIOD OF 02 YEARS.**

(c) For First Year 2026/2027

The total price of our Bid without VAT (**Table 1+2**), including any discounts offered is:……

……..*[insert the total bid price in words]* …….. *[insert the total bid price in figures]*;

The total price of our Bid including VAT (**Table 1+2**), and any discounts offered is:

……

…….. *[insert the total bid price in words]*;

……. *[insert the total bid price in figures]*;

(d) For Second Year 2027/2028

The total price of our Bid without VAT (**Table3+4**), including any discounts offered

is:……

……*[insert the total bid price in*

DUPLICATE

words] ..... [insert the total bid price in figures];

The total price of our Bid including VAT (**Table 3+4**), and any discounts offered is:

..... [insert the total bid price in words]; *..... [insert the total bid price in figures]*;

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 19.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;

(g) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

(h) Our firm, its affiliates or subsidiaries including any subcontractors or suppliers for any part of the contract has not been declared blacklisted by the National Procurement Commission;

(i) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(j) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: .....

[insert signature of person whose name and capacity are shown]

In the capacity of .....

[insert legal capacity of person signing the Bid Submission Form]

Name: .....

[insert complete name of person signing the Bid Submission Form]

Duly authorized to sign the bid for and on behalf of: .....

[insert complete name of Bidder]

Dated on ..... day of ..... , ... *[insert date of signing]*

DUPLICATE

Non-collusion Declaration

HIRING OF 30 NOS. TEA VENDING MACHINES AND SUPPLY OF TEA PREMIXES FOR CEYLON PETROLEUM STORAGE TERMINALS LIMITED (CPSTL) FOR A PERIOD OF 02 YEARS

I, the undersigned bidder/ bidder's representative/ bidder's agent, honestly, truthfully and solemnly declare that;

(a) I, nor any other member, agent or representative of the firm/ company/ corporation/ partnership/ sole proprietorship that I represent, have entered into any combination, collusion or similar agreement with any person in connection with the prices to be submitted by any person with respect to the invitation for bid;

(b) I, nor any person who represents me have acted to prevent any person from submitting a bid or to induce any person to refrain from submitting a bid in connection with the intention for bid **(Bid No. KPR/24/2026);**

(c) This bid is not submitted in collusion with any other bid and is not made pursuant to any agreement, understanding or association with any other person in relation to such bid.

I declare that, I have not received and will not accept any discount, fee, reward, commission or anything of value, directly or indirectly, from any person, company or corporation in connection with the submission of this bid.

I further declare that, I have not given and will not give any discount, fee, reward, commission or anything of value, directly or indirectly, to any person, company or corporation in connection with the submission of this bid.

I, taking full responsibility for ensuring the absence of collusion, hereby pledge to abide by fair and ethical competitive practices throughout the entire procurement process and to fully comply with the relevant Procurement Guidelines issued by the National Procurement Commission.

I hereby declare that all the statements made by me above are true and correct.

……

Signature of the Declarant

(Official Seal & Full Address)

DUPLICATE

Price Schedules for First Year 2026/2027

[The Bidder shall fill in these Price Schedule in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]

Table 01

Item No	ITEM DESCRIPTION	Qty	MONTHLY RENTAL	TOTAL MONTHLY (LKR) Without Taxes
01	Hiring of Tea Vending Machine (As per Specification)	**30**		
TOTAL HIRING COST FOR 12 MONTHS				

Table 02

Item No	ITEM DESCRIPTION	Qty	UNIT PRICE (LKR)	TOTAL PRICE (LKR) Without Taxes
01	**Plain** Tea Premix (01 KG) Pack (With Sugar)	**1250**		
02	Plain Tea Premix (01 KG) Pack (Without Sugar)	**250**		
03	**Milk** Tea Premix (01 KG) Pack (With Sugar)	**1250**		
04	**Milk Tea Premix (01 KG) Pack** (Without Sugar)	**250**		
TOTAL COST OF PREMIX FOR 12 MONTHS				

FIRST YEAR COST SUMMARY

Table	Description	TOTAL PRICE (LKR) Without Taxes
1	TOTAL HIRING COST FOR 12 MONTHS (As per Table 01)	
2	TOTAL COST OF PREMIX FOR 12 MONTHS (As per Table 01)	
	Total Price Without Taxes	
	SSCL ***(If applicable)***	
	Total Price Without VAT	
	VAT ***(If applicable)***	
	Total Price Inclusive VAT for 1st Year (Carried forward to Bid Submission Form "c")	

"If any taxes are not mentioned separately such taxes will be considered as not relevant for the bid"
"Copies of SSCL and VAT registration certificates (if applicable)"

DUPLICATE

• SSCL Reg. No *(If applicable) : ……* • VAT Reg. No *(If applicable): ……*

- Delivery Period up to CPSTL :……(***In Weeks***)
- Country of Origin: Vending Machine: ……
- Country of Manufacture: Vending Machine: ……

Details of the Bidder

Name of the Bidder :……

Address :……

……

……

Telephone: …… Mobile: …… E-mail: ……

Signature of the Bidder: …… Date:…… Company Seal (Rubber Stamp)

DUPLICATE

Price Schedules for Second Year 2027/2028

Table 03

Item No	ITEM DESCRIPTION	Qty	MONTHLY RENTAL	TOTAL MONTHLY (LKR) Without Taxes
01	Hiring of Tea Vending Machine (As per Specification)	**30**		
TOTAL HIRING COST FOR 12 MONTHS (LKR)				

Table 04

Item No	ITEM DESCRIPTION	Qty	UNIT PRICE (LKR)	TOTAL PRICE (LKR) Without Taxes
01	Plain Tea Premix (01 KG) Pack (With Sugar)	**1250**		
02	Plain Tea Premix (01 KG) Pack (Without Sugar)	**250**		
03	Milk Tea Premix (01 KG) Pack (With Sugar)	**1250**		
04	Milk Tea Premix (01 KG) Pack (Without Sugar)	**250**		
TOTAL COST OF PREMIX FOR 12 MONTHS (LKR)				

SECOND YEAR COST SUMMARY

Table	Description	TOTAL PRICE (LKR) Without Taxes
1	TOTAL HIRING COST FOR 12 MONTHS (LKR) (As per Table 03)	
2	TOTAL COST YEAR PREMIX FOR 12 MONTHS (As per Table 04)	
	Total Price Without Taxes	
	SSCL ***(If applicable)***	
	Total Price Without VAT	
	VAT ***(If applicable)***	
	Total Price Inclusive VAT for 2nd Year (Carried forward to Bid Submission Form "d")	

Same terms and conditions of first year will be continued with second year pricing

All vending machines can be transferred to CPSTL without cost: Yes / No

If No, please specify the reason:

……

Signature of the Bidder: …… Date:…… Company Seal (Rubber Stamp)

DUPLICATE

Bid Guarantee

[this Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]

…….. *[insert issuing agency's name, and address of issuing branch or office]*

Beneficiary: Ceylon Petroleum Storage Terminals Limited,
Oil Installation,
Kolonnawa, Wellampitiya .

Date: …….. *[insert (by issuing agency) date]*
BID GUARANTEE No.: …….. *[insert (by issuing agency) number]*

We have been informed that …….. *[insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners]* (hereinafter called "the Bidder") has submitted to you its bid dated …….. *[insert (by issuing agency) date]* (hereinafter called "the Bid") **HIRING OF 30 NOS. TEA VENDING MACHINES AND SUPPLY OF TEA PREMIXES FOR CEYLON PETROLEUM STORAGE TERMINALS LIMITED (CPSTL) FOR A PERIOD OF 02 YEARS**. [**KPR/24/2026**] under Invitation for Bid Ref No. ("the IFB").

Furthermore, we understand that, according to your conditions, Bids shall be supported by a Bid Guarantee.

At the request of the Bidder, we …….. *[insert name of issuing agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of …….. *[insert amount in figures]* …….. *[insert amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has withdrawn its Bid during the period of bid validity specified; or
(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
(c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to …….. *[insert date]*

Consequently, any demand for payment under this Guarantee shall be received by us at the office on or before that date.

……
[signature(s) of authorized representative(s)]

DUPLICATE

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so, indicated in the BDS.]

Date: …….. *[insert date (as day, month and year) of Bid Submission*

HIRING OF 30 NOS. TEA VENDING MACHINES AND SUPPLY OF TEA PREMIXES FOR CEYLON PETROLEUM STORAGE TERMINALS LIMITED (CPSTL) FOR A PERIOD OF 02 YEARS. [**KPR/24/2026**]

To: Ceylon Petroleum Storage Terminals Limited,
Oil Installation,
Kolonnawa, Wellampitiya.

WHEREAS

We …….. *[insert complete name of Manufacturer]*, who are official manufacturers of ……. *[insert type of goods manufactured]*, having factories at …….. *[insert full address of Manufacturer's factories]*, do hereby authorize …….. *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us …….. *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: …….. *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: …….. *[insert complete name(s) of authorized representative(s) of the Manufacturer] Title: [insert title]*

Duly authorized to sign this Authorization on behalf of: ……. *[insert complete name of Bidder]*

Dated on …….. day of …… , …….. *[insert date of signing]*

DUPLICATE

Compliance/Deviation Sheet

Please mark "✓" if complied with the tender requirement or mark "X" if there is any deviation and indicate the deviation in the cage provided.

S/N	Requirement/Condition	Complied	Deviations
01.	Duly filled, stamped & signed Bid Submission Form as per ITB Clause 12 and "BSF in Section IV, submitted		
02.	Signature Authorization as per ITB Sub-Clause 21.2, submitted		
03.	Bid Security as per ITB Clause 20, submitted		
04.	Letter of Manufacturer's Authorization as per ITB Clause 18 and form in Section V, submitted		
05.	Duly filled, stamped & signed Price Schedule as per ITB Clause 14, submitted		
06.	Duly filled, stamped & signed Non-Collusion Declaration as per ITB Clause 12 and "BSF" in Section IV, submitted		
07.	Compliance with Performance Security as per CC Clause 17, in case of award		
08.	Compliance with Terms of Payment as per CC Clause 15, in case of award		
09.	Duly filled, technical specification as per Specification in Section IV, submitted		
10.	Experience Report as per ITB and Section IV submitted		
11.	Literature/Catalogues & Other Technical Data Given		

DUPLICATE

Signature of the Bidder: …… Date:…… Company Seal (Rubber Stamp)

Past supply records (Experience Report)

TEA VENDING MACHINE

The bidder must have at least supplied of minimum 100 number of Vending Machine and Premix of the tendered brand in Sri Lanka during the last 05 years.

TEA VENDING MACHINE & PREMIX			
Tendered Brand			
Experience – Project 1			
Customer/ Company Name			
Date of Supply			
Model(s) Offered to them by your Company			
Quantity			
Total Price			
Company Contact Person	Name:	Designation	Telephone No.
Experience – Project 2			
Customer/ Company Name			
Date of Supply			
Model(s) offered to them by your Company			
Quantity			
Total Price			
Company Contact Person	Name:	Designation	Telephone No.

Note:

- If multiple brands are quoted for a single type, this report must be filled for each brand separately.
- The bidder is required to attach the sales invoices or the necessary documentary proof for the above experience.

Signature of the Bidder: …… Date:…… Company Seal (Rubber Stamp)

DUPLICATE

DUPLICATE

Section V. Schedule of Requirements & Technical Specifications

Contents

List of Goods and Delivery Schedule

Technical Specifications for Vending Machine

SPECIFICATIONS	CPSTL MAXIMUM/MINIMUM REQUIRMENTS	YES/NO	REMARKS
Machine Type	Fully Automatic Tea Vending Machine		
Dimensions (LXWXH)	40CM X 35CM X 70CM Maximum		
Weight	15KG Minimum		
Boiler Capacity	2.0Litre Minimum		
Containers Capacity	1KG Minimum		
No. Of Product Containers	2 Minimum		
No. Of Mixers	3 Minimum		
Heater Rating	2.0KW Maximum		
Power Supply	230 AC/50Hz/15A		
Initial Starup Time	8-10Minutes Maximum		
Cup Volume (Programmable)	70ml – 150ml Minimum		
Dispensing Rate	6 to 8 CUP / Minute		
Water Connection	Bubble top or Any		
Hot Water	YES		

All Tea Vending Machines supplied under this Contract shall be brand new and unused. Refurbished or reconditioned machines shall not be accepted.

Additional Functional Requirements

Operation: Push Button / Touch Button

Dispensing Time: Maximum 10 Seconds per Cup

Beverage Options: Milk Tea & Plain Tea (Minimum)

Automatic Rinse Cycle: Required

Water Level Protection: Required

Dry Run Protection: Required

Over Temperature Protection: Required

Food Contact Parts: Food Grade SS304 or Equivalent

Body Material: Stainless Steel / Powder Coated Steel

DUPLICATE

Removable Drip Tray: Required

Display: LED/LCD Status Display (Preferred)

Electrical Protection: Overload & Short Circuit Protection

Earthing: Proper Earthing Provision

Plug: 13A Sri Lankan Standard Plug

Hygiene Requirements

The offered Tea Vending Machine shall:

- Be manufactured using food-grade materials for all components coming into contact with water or beverages.
- Be designed for easy cleaning and daily sanitation.
- Be free from rust, sharp edges, and contamination hazards.
- Be designed to prevent contamination of beverages during dispensing.
- Allow easy removal and cleaning of drip trays, mixing bowls and dispensing nozzles.
- The Supplier shall clean and sanitize each machine during every preventive maintenance visit.
- The Supplier shall comply with all applicable food hygiene regulations.

Reliability Requirements

- The Supplier shall maintain a minimum machine availability (uptime) of 98% throughout the Contract period.
- The machine shall consistently dispense beverages of uniform temperature, taste and volume throughout the Contract period.

Maintenance Services:

The successful bidder shall provide maintenance services for the machines at no additional cost to the CPSTL during the service period.

Maintenance shall include both preventive and corrective maintenance together with the supply of all labour, transportation, spare parts and consumables required for repairs.

After Sales service requirements:

The successful bidder shall provide comprehensive after-sales service for the tea vending machine throughout the contract period and, where applicable.

The after-sales service shall include, but not be limited to, the following:

- The supplier shall provide installation, testing, commissioning, calibration (if applicable), daily cleaning and operator training at the designated site at no additional cost.
- The supplier shall provide on-site technical support and attend to all service calls within 24 hours of notification. Any machine malfunction shall be rectified within 48 hours from the time of reporting.

- If the fault cannot be rectified within 72 hours, the supplier shall provide a temporary replacement machine of equal or higher capacity at no additional cost until the original machine is restored to normal operation.
- During the contract period, the supplier shall replace or repair any defective parts, components, or accessories, including labour, transportation, and consumables required for the repair, free of charge. Defects arising from manufacturing faults or poor workmanship shall be fully covered.
- Preventive maintenance shall be carried out at least once every three (03) months, or at the manufacturer's recommended intervals, whichever is more frequent. Maintenance records shall be maintained and submitted to the Purchaser upon request.
- Failure to provide timely after-sales service in accordance with the above requirements may be considered a breach of contract and may result in the imposition of liquidated damages or other contractual remedies as specified in the Conditions of Contract.
- All equipment shall be covered by a comprehensive warranty period mentioned in the Technical Specification in section V from the date of supplying and any defect during the warranty period should be rectified by the supplier at no cost to the CPSTL providing necessary parts and labour free of charge.

Additional Requirements

- The offered Tea Vending Machine shall be fully compatible with the offered Milk Tea Premix and Plain Tea Premix without requiring any modification.
- CPSTL reserves the right to relocate the machines among its locations during the Contract period. The Supplier shall reinstall and recommission the machines without additional cost.
- The Supplier shall ensure uninterrupted operation of all machines throughout the Contract period.

Signature of the Bidder: …… Date:…… Company Seal (Rubber Stamp)

Premix Ingredients and Nutrition Factors

All premix products supplied under the contract shall:

- Be manufactured under **Good Manufacturing Practices (GMP)** and/or **HACCP** certified facilities.
- Comply with the applicable **Sri Lanka Standards (SLS)**, **Food Act No. 26 of 1980** (as amended), and other relevant food safety regulations.
- Be supplied in sealed, original manufacturer's packaging.
- Clearly indicate the manufacturing date, expiry date, batch number, and storage instructions.
- Have an adequate remaining shelf life at the time of delivery (e.g., at least **75% of the original shelf life** or **not less than six (06) months**, whichever is applicable).
- The premix powder should preferably be supplied with a valid Certificate of Analysis (CoA) issued by the manufacturer/supplier. The CoA should indicate the relevant nutritional, microbiological, compositional and quality parameters and confirm compliance with applicable food standards and product specifications.

The following requirements may be considered during the procurement and evaluation process:

1. Milk Powder – Quality and Safety Requirements and no substitute

The quality requirements applicable to the milk powder component should be considered with reference to SLS 731:2008 – Milk Powder and the relevant SLS 735 series – Methods of Test for Milk Powder, or equivalent internationally recognized standards.

The assessment should cover, where applicable:

- Hygienic and microbiological requirements;
- Moisture content;
- Milk fat;
- Protein;
- Titratable acidity; and
- Other relevant compositional and quality parameters.

2. Sugar Content in the Premix

The sugar/sucrose content (%) of the finished premix powder should be verified against the manufacturer's declared formulation/specification.

Where applicable, the relevant requirements of SLS 191:2017 – White Sugar and Icing Sugar (no other substitutes) may be considered for the sugar raw material. For verification of the actual sugar content in the finished premix, a suitable validated analytical method should be used.

A test report or Certificate of Analysis issued by a competent laboratory, such as the Sri Lanka Standards Institution (SLSI) or the Industrial Technology Institute (ITI), may be requested where independent verification is required.

DUPLICATE

3. Tea Content and Flavor

The tea component of the premix should comply with the relevant quality requirements and the declared product formulation.

The tea flavor and sensory characteristics should be acceptable to the intended users/customers. Where quantitative verification of the tea component is required, an appropriate validated analytical method and tea-specific marker, such as caffeine, may be considered.

Relevant tea analytical methods may be referred to under SLS 28:2008 – Methods for the Analysis of Tea, where applicable to the premix matrix.

4. Laboratory Testing and Verification

For independent quality verification, testing may be carried out by competent laboratories such as SLSI and ITI, depending on the parameters required and the scope of their respective laboratory services.

The applicable Sri Lanka Standards and relevant food regulations should be confirmed according to the exact product category and formulation of the premix.

References

- Sri Lanka Standards Institution (SLSI) – Laboratory Services:
- SLSI Laboratory Services
- Industrial Technology Institute (ITI):
- Industrial Technology Institute (ITI)
- Relevant Sri Lanka Standards:
- SLS 731:2008 – Milk Powder
- SLS 735 series – Methods of Test for Milk Powder
- SLS 191:2017 – White Sugar and Icing Sugar
- SLS 28:2008 – Methods for the Analysis of Tea
- SLS 729:2010 – Ready-to-Serve Fruit Drinks, where applicable to a fruit-based ready-to-serve product.

Artificial colouring agents and artificial sweeteners (including saccharin) shall not be accepted. Any products found to contain such substances shall be rejected and returned to the supplier immediately at the supplier's cost. Such non-compliance shall constitute sufficient grounds for termination of the contract, without prejudice to any other remedies available to the Purchaser under the contract.

The supplier shall immediately replace, at no additional cost, any expired, contaminated, damaged, or non-conforming premix products rejected by the Purchaser.
The supplier shall ensure the continuous availability of premix products and maintain sufficient stock to avoid interruptions in the operation of the tea vending machine.

DUPLICATE

General Product Specifications

Specification	CPSTL Requirement	Yes/No Remarks
Product	Milk Tea Premix / Plain Tea Premix	
Brand	To be Indicated	
Manufacturer	To be Indicated	
Country of Origin	To be Indicated	
Pack Size	1 kg	
Packaging	Original Sealed Manufacturer's Pack	
Shelf Life	Minimum 12 Months	
Remaining Shelf Life at Delivery	Minimum 75% of Original Shelf Life or 6 Months (Whichever is Greater)	
Storage Conditions	Manufacturer's Recommendation	
Suitable for Offered Machine	Required	

Nutritional Information

Details	Requirement	Yes/No Remarks
Energy (kcal/100 g)	To be Declared	
Protein	To be Declared	
Total Carbohydrates	To be Declared	
Total Sugar	To be Declared	
Total Fat	To be Declared	
Saturated Fat	To be Declared	
Trans Fat	To be Declared	
Sodium	To be Declared	
Dietary Fibre	To be Declared	

Signature of the Bidder: …… Date:…… Company Seal (Rubber Stamp)

DUPLICATE

Ingredients
The Bidder shall provide the complete ingredient composition of the offered premix.

Ingredient	Bidder to Declare
Tea Extract	
Milk Powder / Dairy Whitener	
Sugar	
Vegetable Fat (If Applicable)	
Flavouring Agents	
Emulsifiers	
Stabilizers	
Anti-caking Agents	
Preservatives	
Artificial Sweeteners	
Colouring Agents	
Allergens	

Product Quality Requirements

All Tea Premixes supplied shall:

- Be manufactured in GMP and/or HACCP certified manufacturing facilities.
- Comply with the Food Act No. 26 of 1980 (as amended).
- Comply with applicable Sri Lanka Standards (SLS), where available.
- Be supplied in original sealed manufacturer's packaging.
- Clearly indicate:
    - Product Name
    - Manufacturer
    - Country of Origin
    - Batch Number
    - Manufacturing Date
    - Expiry Date
    - Net Weight
    - Ingredient List
    - Nutritional Information
    - Storage Instructions
- **Be free from foreign matter, contamination, adulteration and objectionable odour.**
- **Be suitable for use in the offered Tea Vending Machine without clogging or causing operational failures.**
- Have at least 75% of the original shelf life remaining at delivery.

Replacement of Rejected Products

The Supplier shall replace immediately, at no additional cost, any Tea Premix found to be:

- Expired

DUPLICATE

- Damaged
- Contaminated
- Adulterated
- Defective
- Non-conforming to the Contract requirements

Continuity of Supply

The Supplier shall maintain sufficient stocks of both Milk Tea Premix and Plain Tea Premix throughout the Contract period to ensure uninterrupted operation of all Tea Vending Machines.

Any interruption caused due to shortage of premixes supplied by the Supplier shall constitute a failure to perform the Contract obligations.

Additional Requirements *(Added)*

- The Bidder shall submit the manufacturer's product data sheet for each offered Tea Premix.
- The Bidder shall submit copies of GMP and/or HACCP certificates applicable to the manufacturing facility.
- The Purchaser reserves the right to obtain samples of the offered Milk Tea Premix and Plain Tea Premix during technical evaluation for quality assessment and verification of compliance with the specified requirements.

Sample Requirement

The Bidder shall submit one (01) unopened 1 kg sample each of the offered Milk Tea Premix and Plain Tea Premix before or at the time specified by the Purchaser for technical evaluation. The Bid Evaluation Committee (BEC) shall evaluate the samples for taste, aroma, colour, solubility, and overall acceptability. Failure to submit the required samples may result in the rejection of the Bid.

Signature of the Bidder: …… Date:…… Company Seal (Rubber Stamp)

DUPLICATE

SCOPE OF SUPPLY & TECHNICAL SPECIFICATION FOR VENDING MACHINE

List of Goods and Delivery Schedule

LIST OF GOODS

List of goods and relevant specifications are mentioned in the Price Schedules in Section IV.

DELIVERY SCHEDULE

No.	Final Destination for supply	Delivery Date	
		Purchaser's requirement	Bidder's Offer
1.	CPSTL Stores Function Oil Installation Kolonnawa	The items shall be delivered to the Main Stores, CPSTL, Kolonnawa Oil Installation, within **02 to 04 weeks** from the date of receipt of the LOA/ Purchase Order (PO) The items shall be delivered to the relevant installation point	

(Shorter delivery periods are most welcome. However, bidders shall indicate the period within which the items could be delivered.)

Signature of the Bidder: …… Date:…… Company Seal (Rubber Stamp)

DUPLICATE

Section VI. Conditions of Contract

1. Definitions

1.1. The following words and expressions shall have the meanings hereby assigned to them:

(a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

(d) "Day" means calendar day.

(e) "Completion" means the fulfilment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(f) "CC" means the Conditions of Contract.

(g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(h) "Purchaser" means the entity purchasing the Goods and Related Services, as **specified in the Contract Data.**

(i) "Purchaser's Administrator to the Contract" means the person **named in the Contract Data,** who is responsible for administering and supervising the execution of the Contract.

(j) "Related Services" means the services incidental to the supply of the goods, maintenance and other such obligations of the Supplier under the Contract.

(k) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(l) "The Project Site," where applicable, means the place **named in the Contract Data.**

2. Contract Documents

2.1. Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

DUPLICATE

3. Fraud and Corruption

3.1. The Government of Sri Lanka requires the Purchaser as well as bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

(i) "Corrupt practice" means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

(ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(iii) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, non-competitive levels; and

(iv) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

4. Interpretation

4.1. If the context so requires it, singular means plural and vice versa.

4.2. Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.3. Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.4. Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1. The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are

DUPLICATE

accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

6.1. If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. Eligibility

7.1. All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards, such as British Standards.

8. Notices

8.1. Any notice given by one party to the other pursuant to the Contract shall be in writing to the address **specified in the Contract Data**. The term "in writing" means communicated in written form with proof of receipt.

8.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9. Governing Law

9.1. The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.

10. Settlement of Disputes

10.1. The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or

DUPLICATE

difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995.

10.3. Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

11. Scope of Supply

11.1. The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

12. Delivery and Documents

12.1. Subject to CC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are **specified in the Contract Data.**

13. Supplier's Responsibilities

13.1. The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12.

14. Contract Price

14.1. Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

15. Terms of Payment

15.1. The Contract Price, shall be paid as **specified in the Contract Data**.

15.2. The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to CC Clause 12 and upon fulfilment of all other obligations stipulated in the Contract.

15.3. Payments shall be made promptly by the Purchaser, but in no case later than twenty-eight (28) days after submission of

DUPLICATE

an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16. Taxes and Duties

16.1. The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17. Performance Security

17.1. If required as **specified in the Contract Data**, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract.

17.2. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

17.3. As **specified in the Contract Data**, the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser **in the Contract Data**, or in another format acceptable to the Purchaser.

17.4. The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

18. Copyright

18.1. The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

19. Confidential Information

19.1. The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such

DUPLICATE

Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19.

19.2. The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

19.3. The above provisions of CC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

19.4. The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

20. Subcontracting

20.1. The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

20.2. Subcontracts shall comply with the provisions of CC Clauses 3 and 7.

21. Specifications and Standards

21.1. Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with CC Clause 32.

DUPLICATE

22. Packing and Documents

22.1. The Supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination, as **indicated in the Contract Data.**

23. Insurance

23.1. Unless otherwise **specified in the Contract Data**, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.

24. Transportation

24.1. Unless otherwise **specified in the Contract Data**, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.

25. Inspections and Tests

25.1. The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are **specified in the Contract Data.**

25.2. The inspections and tests may be conducted on the premises of the Supplier, at point of delivery, and/or at the Goods' final destination, or in another place as **specified in the Contract Data**. Subject to CC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

25.3. The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

25.4. Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

25.5. The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specification's codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to

DUPLICATE

the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

25.6. The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

25.7. The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to CC Sub-Clause 25.4.

25.8. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

26. Liquidated Damages

26.1. Except as provided under CC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage **specified in the Contract Data** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up t o a maximum deduction of the percentage **specified in those Contract Data**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC Clause 34.

27. Warranty

27.1. The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

27.2. Subject to CC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

DUPLICATE

28. Patent Indemnity

28.1. The Supplier shall, subject to the Purchaser's compliance with CC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

28.2. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's, name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

28.3. If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

28.4. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

28.5. The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at

DUPLICATE

the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

29. Limitation of Liability

29.1. Except in cases of criminal negligence or wilful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

30. Change in Laws and Regulations

30.1. Unless otherwise **specified in the Contract**, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the p rice adjustment provisions where applicable, in accordance with CC Clause 14.

31. Force Majeure

31.1. The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

31.2. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions,

DUPLICATE

fires, floods, epidemics, quarantine restrictions, and freight embar goes.

31.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

32. Change Orders and Contract Amendments

32.1. The Purchaser may at any time order the Supplier through notice in accordance CC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

32.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause shall be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

32.3. Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

32.4. Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

33. Extensions of Time

33.1. If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to CC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate

DUPLICATE

the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

33.2. Except in case of Force Majeure, as provided under CC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to CC Clause 26, unless an extension of time is agreed upon, pursuant to CC Sub-Clause 33.1.

34. Termination

34.1. Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 33;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

34.2. Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

34.3. Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time

DUPLICATE

for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

35. Assignment

35.1. Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

DUPLICATE

Section VII. Contract Data

The following Contract Data shall supplement and / or amend the Conditions of Contract (CC). Whenever there is a conflict, the provisions herein shall prevail over those in the CC.

CC 1.1(h)	The Purchaser is: Ceylon Petroleum Storage Terminals Limited
CC 1.1(i)	The Purchaser's Administrator to the Contract is: Human Resources Manager
CC 1.1 (m)	The Project Site(s)/Final Destination(s) is/are: CPSTL Oil Installation, Kolonnawa, Wellampitiya,
CC 8.1	For notices, the Purchaser's address shall be: Attention: Manager Procurement Address: Ceylon Petroleum Storage Terminals Limited Procurement Function 01st Floor, New Building Kolonnawa Wellampitiya Postal Code : 10600 Telephone: +94 11 2572155-6/ +94 11 2547238 Electronic mail address: procure@cpstl.lk
CC 12.1	Not Applicable
CC 15.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: **Additional Conditions:** (i) Advance payment for this Contract can be a maximum of thirty percent (30%) of the contract value, subject to acceptable unconditional on demand advance payment guarantee is submitted via following a bank. • A commercial bank operating in Sri Lanka approved by the Central Bank of Sri Lanka **Acceptable Advanced Payment Guarantee shall be valid for a period of Twenty-eight (28) days beyond the date of delivery** All payment shall be remitted within **thirty (30) days** credit period of each invoice dates
CC 17.1	A Performance Security shall be required. The successful bidder shall provide performance security to ensure the Purchaser is safeguarded against any contract non-performance. Upon receiving the Letter of Award, the bidder is required to submit

DUPLICATE

	performance security within fourteen (14) days in one of the following forms: **I. Bank Draft:** equivalent to 10% of the total contract value (inclusive of taxes), issued by a recognized commercial bank **II. Bank Guarantee/Counter Guarantee:** equivalent to 10% of the total contract value (inclusive of taxes), issued by a recognized commercial bank *Above bank/institution must be approved by the Monetary Board of the Central Bank of Sri Lanka and the guarantee must be payable to the Purchaser on demand.* *Bank guarantee must adhere closely to the specimen format in Section IV.* **III. Direct Deposit (in LKR only):** equivalent to 10% of the total contract value (inclusive of taxes), to the Purchaser's bank account (details below). A payment receipt (bank slip) must be submitted with the bid. The reference details [Bidder's Name, Bid Number: KPR/24/2026] should be included in the receipt. The payment must be credited to the Purchaser's account on or before the bid closing time. Reimbursement of bid securities arranged as direct deposits will only be made in LKR as cheque payments. **<u>Purchaser's bank account details</u>** **Ceylon Petroleum Storage Terminals Ltd** **A/C No.004-1-001-9-0208672** **Corporate Banking Division** **People's Bank.** If the performance security is submitted after the stipulated fourteen (14) days, the order's completion date (delivery date) will be adjusted forward accordingly. Failure to provide a valid performance security within twenty-eight (28) days may result in the cancellation of the award, forfeiture of the bid security, and possible listing of the bidder as a defaulting supplier. The bidder will be liable for any losses, costs, expenses, or damages incurred by the Purchaser due to such failure. The Purchaser reserves the right to make alternative arrangements at the risk and expense of the successful bidder. The official Purchase Order will be released only after receiving the performance security. This security shall be unconditionally encash able on demand by the Purchaser and valid for at **least ninety-one (91) days beyond the scheduled delivery date including the warranty period.**

DUPLICATE

	In exceptional cases, the Purchaser may request an extension of the performance security's validity to meet the delivery schedule.
CC 22.1	The Supplier shall ensure that the items are adequately protected and prepared for transportation so as to prevent any damage or deterioration during transit, handling, loading, unloading, and storage prior to delivery to the Purchaser's premises. All components, accessories, and parts shall be properly secured, insulated, and protected in accordance with the manufacturer's recommendations. The Supplier shall be fully responsible for any loss or damage arising from inadequate packing, protection, or transportation until the Furniture are delivered to and accepted by the Purchaser.
CC 25.1	Not Applicable
CC 25.2	Not Applicable
CC 26.1	The liquidated damages shall be: 0.15% per day
CC 26.1	The maximum amount of liquidated damages shall be: 10%

DUPLICATE

Section VIII. Contract Forms

Table of Forms

Contract Agreement

Performance Security

Bank Guarantee for Advance Payment

DUPLICATE

Contract Agreement – KPR/24/2026

THIS CONTRACT AGREEMENT is made

the *[insert: **number]*** day of *[insert: **month**]*, *[insert: **year**]*.

BETWEEN

1) Ceylon Petroleum Storage Terminals Limited a Company dully incorporated under and in terms of Conversion of Public Corporation or Government Owned Business undertaking into Public Companies Act No. 23 of 1987 and registered under the Companies Act No.07 of 2007 under the Company Registration Number PB1221, having its registered office at Nimawa, Kolonnawa, Wellampitiya *(hereinafter called and referred to as "the Purchaser" which terms or expression as herein used shall where the context so requires or admits mean and include the said Ceylon Petroleum Storage Terminals Limited, its successors, agents and assigns)*of the one part and,
2) .....a body established under the Companies Act No.07 of 2007 under the Company Registration Number .....and having its registered office at .....*(hereinafter called and referred to as "the Supplier" which terms or expression as herein used shall where the context so requires or admits mean & include the said ....., its successors, agents and assigns)* as the other part.

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., **HIRING OF 30 NOS. TEA VENDING MACHINES AND SUPPLY OF TEA PREMIXES FOR CEYLON PETROLEUM STORAGE TERMINALS LIMITED (CPSTL) FOR A PERIOD OF 02 YEARS** and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
   (a) This Contract Agreement
   (b) Contract Data
   (c) Conditions of Contract
   (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
   (e) The Supplier's Bid and original Price Schedules
   (f) The Purchaser's Notification of Award
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide

DUPLICATE

the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *Democratic Socialist Republic of Sri Lanka* on the day, month and year indicated above.

FOR AND ON BEHALF OF THE PURCHASER

..... **Company Seal (Rubber Stamp)**
Authorized Signature of the Purchaser

In the presences of witness:

Name :.....

NIC No :.....

Signature :.....

Address :.....
.....
.....

signed into at ..... on the .....″ day of 2026

FOR AND ON BEHALF OF THE SUPPLIER

..... **Company Seal (Rubber Stamp)**
Authorized Signature of the Supplier

In the presences of witness:

Name :.....

NIC No :.....

Signature :.....

Address :.....
.....
.....

signed into at ..... on the .....″ day of 2026

DUPLICATE

Performance Security (Unconditional and OnDemand)

[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

……. *[Issuing Agency's Name, and Address of Issuing Branch or Office]* ……..

Beneficiary: Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka.

Date: ……..

PERFORMANCE GUARANTEE No.: ……..

We have been informed that …….. [name of Supplier] (hereinafter called "the Supplier") has entered into Contract No. KPR/24/2026 dated …….. with you, for the **HIRING OF 30 NOS. TEA VENDING MACHINES AND SUPPLY OF TEA PREMIXES FOR CEYLON PETROLEUM STORAGE TERMINALS LIMITED (CPSTL) FOR A PERIOD OF 02 YEARS** under Tender (hereinafter called "the Contract")

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we …….. *[name of Agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ……. *[amount in figures]* (……..) *[amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the ……. day of ……. 20……. *[insert date, **91 days beyond the scheduled completion date including the warranty period**]* and any demand for payment under it shall be received by us at this office on or before that date.

……

[signature(s) of authorized representative(s)] **Seal (where applicable)**

DUPLICATE

Bank Guarantee for Advance Payment (Unconditional and OnDemand)

……

(Issuing Agency's Name and Address of Issuing Branch or Office)

Beneficiary: Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa

Date: ……..

ADVANCE PAYMENT GUARANTEE NO.: ……..

We have been informed that ……

…… (Name of Contractor) (hereinafter called "the Contractor") has entered into Contract No. …….. ….. (Reference No. of the Contract) dated …….. With you, for the **HIRING OF 30 NOS. TEA VENDING MACHINES AND SUPPLY OF TEA PREMIXES FOR CEYLON PETROLEUM STORAGE TERMINALS LIMITED (CPSTL) FOR A PERIOD OF 02 YEARS** (hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum…….. (amount in figures) ……

…….. (amount in words) to be made against an advance payment guarantee.

At the request of the Contractor, we ……

…….. (name of the agency) hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of …….. (amount in figures) ……..…….. ……. (amount in words) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation in repayment of the advance payment under the Contract.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor.

This guarantee shall expire on ……. ……. (Insert date, **twenty-eight (28) days beyond the date of delivery**)

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

……..

Signature(s)

DUPLICATE